

Mortgage Deed,

· WITH POWER TO SELL.

Stillman M. Fay

TO

Mary F. Fletcher and Brother
JL

Hampden ss. July 23 1873

Received 12.45 P. M. and

Recorded in the Registry of
Deeds, Book 302 Page 598

By Jann. E. Russell

Register!

Know all Men by These Presents, That *S*
Stillman M. Fay of *Brimfield* in the County of
Hampden and State of *Massachusetts*

In consideration of *Two Hundred* Dollars,
 paid by *Mary J. Fletcher* wife of *Leving Fletcher* of *Warren* in the
 County of *Worcester* and *Harriet E. James* wife of *Wm. S. James*
 of *Brimfield* in the County of *Hampden*
 the receipt whereof I do hereby acknowledge, do hereby give, grant, sell, and convey unto
 the said *Mary J. Fletcher & Harriet E. James* *their* Heirs and Assigns,

A certain tract of land situated in ~~East Brimfield~~ the village
 of *East Brimfield* in the town of *Brimfield*, containing about
two acres and ^{bounded} *as follows viz:* *Nathuly* by land of the estate of
Albignus Newell. *Eastuly* by land of *Abraham Charles*. *Southuly*
 by the road leading from *Brimfield* to *Sturbridge* and *Westuly* by
 the aforesaid road and the estate of aforesaid *Newell*, ~~also~~
 conveying with the above the buildings thereon, the *Dam*, *Water*
privilege and all other rights and appurtenances thereto belonging
 together with all the *Blacksmith* and other tools in the shop
 also all the *Steel*, *Bar*, *Cast*, *Scrap* and other iron now in
 said shop, ^{formerly} belonging to the estate of *Johnson Bixby*—

Also one undivided half of the *privilege* at *Little Alum Pond*
 as remain in the deed of *Albignus Newell* to *Johnson Bixby*
 to *F. A. Collier* recorded in *Hampden Registry*, *Book 108 Page 15*,
 all the above being the same conveyed to me by said
Mary J. Fletcher and others by their deed dated *May 6th 1873*
 and delivered this day,

To Have and to Hold the afore-granted premises to the said

Granters

their

Heirs and Assigns, to their use and behoof forever.

And I do, for *my self* *my*
 the said *Granters* *their*
 lawfully seized in fee of the afore-granted Premises; that they are free of all incumbrances:

Heirs, Executors and Administrators, covenant with
 Heirs and Assigns, that I am

That I have good right to sell and convey the same to the said

Granters

and that I will warrant and defend the same Premises to the said

Granters

their

Heirs and Assigns forever, against the lawful claims and

demands of all persons.

Provided nevertheless, and this deed is on the following condition, that whereas I, the said

Stillman M. Fay have executed
one promissory Note of hand, bearing even date herewith for the sum of
Four Hundred Dollars payable to said Harriet J.
Fletcher and Harriet E. Jones or their order as follows;
viz: Two Hundred Dollars on the 9th day of May
A.D. 1874 and a like sum of Two Hundred Dollars
on the 9th day of May A.D. 1876 with interest annually
at 7 per cent per annum

Therefore, if I the said *Stillman M. Fay*
or ~~my~~ ^{my} representatives, shall pay the full amount of said Note according to the tenor
thereof, then this deed shall be void; otherwise in full force.

and until such payment keep the buildings & machinery on
the premises insured against fire in a sum not less than
Two Hundred Dollars for the benefit of said Mortgagees at such Insurance
office as they approve, then this deed shall be void, otherwise in full force

But if default shall be made in the payment of any portion of said Note or interest according
to the tenor thereof, the Grantee and ~~their~~ ^{my} legal representatives, are hereby constituted
~~my~~ ^{my} lawful attorneys for ~~me~~ ^{me} and in ~~my~~ ^{my}

name to sell and dispose of the aforesaid lands at public auction, on or near the premises; having first
posted up notifications of the time and place of the intended sale, thirty days at least before the sale,
in two public places in the town where the premises are situated, and publicly advertised the same for
three successive weeks in some newspaper printed in said county.

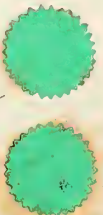
and in ~~my~~ ^{my} name to execute and to deliver to the purchasers thereof, good
and sufficient deeds of conveyance for the same; and of the money arising therefrom, to retain a sum
equal to the amount remaining unpaid on said Note and all expenses incurred in the matter, rendering
unto ~~me~~ ^{me} or ~~my~~ ^{my} representatives a true and particular account of the same,
with any overplus that may remain thereof. And until such default the Grantee shall allow me and
~~my~~ ^{my} legal representatives undisturbed possession of said estate.

In Witness Whereof, I the said *Stillman M. Fay*
and *Elizabeth A. Fay* wife of said *Stillman M. Fay*
to release all claim to dower and all homestead exemption rights in the aforesaid premises, have hereunto
set our hand and seals this *ninth* day of *May*
in the year of our Lord one thousand eight hundred and seventy *seven*

Executed in presence of

Henry H. Brown

Stillman M. Fay
Elizabeth A. Fay



Hampden, S.S. *May 9th* 1873 Then the within named
Stillman M Fay
acknowledged the within instrument to be his free act and deed, before me,

Henry F. Brown Justice of the Peace.

ASSIGNMENT OF MORTGAGE.

Know all Men by these Presents, That

the Grantee mentioned in the Deed of Mortgage dated 18 and
recorded in Hampden County, Mass., Registry of Deeds Book Page
in consideration of
Dollars, paid by
in the County of and State of
the receipt whereof do hereby acknowledge, do hereby sell, assign and transfer unto
the said the aforesaid Deed of
Mortgage, and all right, title and interest, in and to the Real Estate therein conveyed,
with the note therein described.

To Have and to Hold the same, to the said
Heirs and Assigns, to their use and behoof forever; free from all claim or interference of
the said or any person claiming by, from or under

In Witness Whereof, hereunto set hand and seal
this day of in the year of our
Lord eighteen hundred and

Executed in the presence of

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Hampden, S.S. 18 Then the above named
acknowledged the above instrument to be free act and deed before me.

JUSTICE OF THE PEACE.

Hampden, S.S. Springfield, 18 Received and Registered
in Book Page and compared by REGISTER.